

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: 02-N ELLEN H. POLEN 4301 PACIFIC HIGHWAY, OT-4, ROOM 1019 SAN DIEGO, CA 92110-3127 PHONE: (619) 524-7388				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(%)	9A. AMENDMENT OF SOLICITATION NO.	
ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE HERNDON, VA 20171 ATTN: NMCI CONTRACTS			9B. DATED (SEE ITEM 11)	
CODE 1U305		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000	
		X	10B. DATED (SEE ITEM 11) 06 October 2000	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.**

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

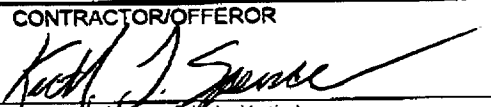

(%)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ORIGINAL copies to the issuing office..

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Keith Spencer, NMCI Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ellen H. Polen, NMCI Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 20 Sep 2001	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 20 Sept 2001

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-106

STANDARD FORM 30 (REV. 10-83)  
FAR (48 CFR) 53.243

1. This modification is issued to make the following changes to the basic contract.
  - a. Revise the minimum values of PY 02 and PY 03 to a phased approach as shown herein.
  - b. Revise Paragraph 2.1 Minimum Quantities.
  - c. Correct Part One -Tables One, Two and Three to revise the Minimum Requirement for the Service Price/Program year (total amount) to reflect the revised dollar value minimums in this modification.
2. Part One – Continuation of SF 1449, the Summary of Minimum Contract Value is hereby revised:

**SUMMARY OF MINIMUM CONTRACT VALUE:**

PY01	PY 02*	PY02*	PY03*	PY04	PY05	Total Base Minimum
\$ 85,000,000	Phase 1 Minimum \$85,000,000	Phase 2 additional Minimum \$515,000,000	Phase 3 Minimum 1,166,320,205	\$1,116,418,522.	\$1,116,418,522.	\$4,084,157,249

PY06	PY07	PY08	Total Option Minimum
\$939,675,867.	\$939,675,867.	\$939,675,867.	\$2,819,027,601.

Total Contract Minimum
\$6,903,184,850.

\*See Part Two, Paragraph 2.1

3. Part Two – Contract Clauses, Terms and Conditions, Paragraph 2.1 is revised in its entirety as follows:

**"2.1 CONTRACT MINIMUM**

a. The specified "minimum quantities" for various IT services set forth in Tables One through Eight of this contract represent the best estimate of minimum requirements for each Program Year of contract performance period. The parties recognize that actual usage of such IT services is extremely difficult to predict and that usage will necessarily vary from month to month during the period of this contract. Therefore it is understood and agreed that the Government will be deemed to have satisfied its obligation to order the specified "minimum requirements" for each program year in which the total dollar value of orders issued for IT services (i.e. the sum of extended prices for all ordered CLINS) equals or exceeds the "Minimum Requirements set forth at the end of the table for each Program Year. This shall be true (i) regardless of whether or not the specified "minimum quantity" for each CLIN is actually ordered, and (ii) without regard to reductions which might apply to payments made under the contract pursuant to section 5.9 entitled "PAYMENT" and/or section 6.15 entitled CREDIT TERMS."

b. It is recognized by the parties that the need for successful testing and acceptance is of keen importance to the Department of the Navy and, therefore, is tied to key events as delineated below:

c. Phase 1 Minimum for PY 02 of \$85,000,000 covers the period of 1 October 2001 through successful completion of CT&E testing for the three designated test sites. This represents continued services for first increment orders up to the 15% Congressional threshold until successful completion of CT&E Testing.

d. Phase 2 additional Minimum for PY 02 of \$515,000,000 is effective after Events 1 and 2 below occur:

Event 1: Approval to proceed will only occur after successful CT&E testing of the first three test sites. After Event 1, DON will order 100,000 additional seats.

Event 2: Approval to proceed will occur after 20,000 NMCI seats have been cut over to the NMCI environment and have demonstrated capability of meeting applicable Service Level Agreements (SLA). After Event 2, DON will order an additional 150,000 seats.

e. The Government does not guarantee the additional minimum contract value shown for PY 02 Phase 2 of \$515,000,000, until Events 1 and 2 above have been satisfied.

f. The total dollar value of all task orders issued in PY 02 will be applied toward the total PY 02 minimum in accordance with Paragraph 2.1.a, above.

g. Phase 3 Minimum for PY 03 of \$1,166,320,205 is effective on 1 October 2002 or upon successful completion of OPEVAL testing, whichever occurs later. In the event OPEVAL testing has not been successfully completed on or before 1 October, the minimum in effect for Program Year 02 shall remain in effect until successful completion of OPEVAL Testing. "

4. The conformed copy of the contract implements corrections to Part One-Tables One, Two and Three, as discussed above.

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged, and in full force and effect.